

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In Re: W.R. GRACE & CO., et al., Debtors.	§ § § § § §	Chapter 11 Jointly Administered Case No. 01-01139 (JKF)
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**FEE AUDITOR'S FINAL REPORT REGARDING
FEE APPLICATION OF CAPLIN & DRYSDALE,
CHARTERED FOR THE FIFTH INTERIM PERIOD**

This is the final report of Warren H. Smith & Associates, P.C. ("Smith"), acting in its capacity as fee auditor in the above-captioned bankruptcy proceedings, regarding the Interim Fee Application of Caplin & Drysdale, Chartered for the Fifth Interim Period (the "Application").

BACKGROUND

1. Caplin & Drysdale, Chartered ("Caplin") was retained as national counsel to the Official Committee of Asbestos Personal Injury Claimants. In the Application, Caplin seeks approval of fees totaling \$351,396.00 and costs totaling \$43,352.68 for its services from April 1, 2002 through June 30, 2002.

2. In conducting this audit and reaching the conclusions and recommendations contained herein, we reviewed in detail the Application in its entirety, including each of the time entries included in the exhibits to the Application, for compliance with 11 U.S.C. § 330, Local Rule 2016-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware, Amended Effective February 1, 2001, and the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. 330, Issued January 30,

1996, (the "Guidelines"), as well as for consistency with precedent established in the United States Bankruptcy Court for the District of Delaware, the United States District Court for the District of Delaware, and the Third Circuit Court of Appeals. We served on Caplin an initial report based on our review, and received a response from Caplin, portions of which response are quoted herein.

DISCUSSION

General Issues

3. In our initial report, we noted that timekeepers PVNL, TWS and NDF often did not include sufficient detail in their time entries. Rule 2016-2(d) of the Delaware Local Rules states “activity descriptions . . . shall be sufficiently detailed to allow the Court to determine whether all the time, or any portion thereof, is actual, reasonable, and necessary . . .” This issue has been raised in previous reports and we have advised certain professionals to provide more detailed time entries in the future. We would again ask that Caplin continue to advise its professionals regarding this matter.

4. In our initial report, we noted that RCT and JPC often tended to lump their time entries. Local Rule 2016-2(d)(vii) provides that “[a]ctivity descriptions shall not be lumped – each activity shall have a separate description and a time allotment.” Thus we asked Caplin to advise these professionals to avoid lumping their time entries in the future.

5. In our initial report, we noted that Caplin billed 751.60 hours and \$227,193.50 in the category of Litigation/Fraudulent Conveyance. On July 10, 2002 Judge Wolin entered an Order dealing with the Sealed Air fraudulent transfer litigation fees in which he withdrew his reference of that matter from the bankruptcy court requiring District Court approval for all fees involved in said litigation matters. Thus we asked Caplin to explain whether these fees are subject to this Order.

Caplin responded as follows:

You have noted that Caplin & Drysdale billed \$227,193.50 for \$751.60 of work performed during the Application Period in the category of Litigation/Fraudulent Conveyance, and asked whether these fees are subject to Judge Wolin's order of July 10, 2002. (Initial Report at ¶ 5.) In fact, \$64,166.00 of the fees requested for work 197.60 of services performed in this category relate the period from June 1 through June 30, 2002, and were filed with Judge Wolin in a separate fee application, as directed by the July 10 Order. The remaining \$163,707.50 in fees requested in the Litigation/Fraudulent Conveyance category, regarding 555.50 hours of work performed between April 1 and May 31, 2002, was not subject to that order. A copy of the fee application submitted to Judge Wolin by Caplin & Drysdale regarding the June 2002 Litigation/Fraudulent Conveyance fees and expenses is attached hereto as Exhibit A.

We appreciate Caplin's explanation regarding the June fees and expenses, although it came after we had reviewed these fees. We note that the amount referenced in Caplin's Exhibit A, attached hereto as Response Exhibit 1, is \$63,942.00, rather than \$64,166.00. As we understand it, the time entries, and thus the corresponding fees, of \$63,942.00 were apparently submitted to both courts. Thus, so that there is no confusion causing these fees to be paid twice, and without passing judgement on the merits of these fees, we recommend a reduction in the amount of the fees submitted to Judge Wolin, for a reduction of \$63,942.00 in fees.

Specific Time and Expense Entries

6. In our initial report, we noted that on April 9, 2002 PVNL, TWS and NDF prepared for and attended the same meeting for a total of 12.70 hours and \$5,147.00 as well as an additional \$49.95 in expenses for a total cost to the estate of \$5,196.95. The time and expense entries are provided below.

04/09/02	PVL	560.00	1.70	Conference with Weiss, Friedman, et al. regarding fr. conv. case.
04/09/02	TWS	425.00	4.60	Meet with PD Comm. counsel and Millberg, Weiss lawyers
04/09/02	NDF	350.00	6.40	Prepare for meeting with new co-counsel (1.2); meeting with

TWS, Bob Turken, Brad Friedman, et al re: case strategy and issues (5.2)

1302,581 49.95	Petty Cash; TWS lunch meeting with Counsel to PD Committee and NDF on 4/9 From petty Cash 005317 Audit * AP-0070,987:0025 Date: 04/16/02	E 22 04/16/02 0106 TWS 49.95 8.239.70
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According to Local Rule 2016-2(d)(ix), “[t]he activity descriptions shall individually identify all meetings and hearings, each participant, the subject(s) of the meeting or hearing, and the participant’s role.” The matter of multiple professionals, is also addressed in the Guidelines, Paragraph II.D.5.: “[i]f more than one professional from the applicant firm attends a hearing or conference, the applicant should explain the need for multiple attendees.” We also noted that the fee detail did not provide the reason for multiple professionals at this meeting nor does it explain each professional’s role. Thus we asked Caplin to explain the need for multiple professionals at this meeting. Caplin responded as follows:

The April 9 meeting was a conference between Caplin & Drysdale attorneys and representatives of the PD Committee regarding the Debtor's motion to intervene in the Sealed Air Litigation. The topics addressed at the meeting included litigation strategy and planning, reports and planning regarding discovery, the position that the Committee and PD Committees should take regarding the Debtors' motion, and various procedural matters relating to both the Sealed Air Action and day-to-day operations of these bankruptcy cases. Peter Lockwood attended the April 9 meeting in his capacity as supervisor of all day-to-day activities relating to the bankruptcies, while Ted Swett and Nate Finch participated in their respective roles as overall supervisor of the Sealed Air Litigation, and litigator in charge of discovery in that action. In general, the meeting with the PD Committee was intended to coordinate the Seal Air plaintiffs' response to the Debtors' motion to intervene and other matters relating to both the Sealed Air Litigation and these bankruptcy cases.

We appreciate Caplin’s explanation of the role of each of the attendees at this meeting. We believe

the response adequately addresses our concern, and thus have no objection to these fees and expenses.

7. In our initial report, we noted that on April 15, 2002 PVNL and NDF jointly participated in a status conference for a total of 15.70 hours and \$4,158.00 as well as an additional \$940.00 in expenses for a total cost to the estate of \$5,098.00. (See Exhibit A). Thus we asked Caplin to examine Exhibit A, and again, explain the reason for each professional's attendance and the expertise that each brought to this meeting. Caplin responded as follows:

The April 15 status conference before Judge Wolin related to the Sealed Air Litigation, and was attended by both Peter Lockwood, in his capacity as supervisor of all day-to-day activities relating to this bankruptcy action and Nathan Finch, in his role as co-director of the Sealed Air Litigation and supervisor of the discovery relating to that action. The presence of both Mr. Lockwood and Mr. Finch was required at the status conference, since the topics discussed included the Sealed Air Litigation and the relation of that action to the bankruptcy case as a whole, including the impact that the fraudulent conveyance proceeding might have on asbestos claims issues and an eventual reorganization plan.

We appreciate Caplin's explanation, and thus have no objection to these fees and expenses.

8. In our initial report we noted that on May 7, 2002, TWS, EI and NDF jointly participated in the same conference for a total of 11.60 hours and a total expense to the estate of \$5,210.00. The time entries are provided below.

05/07/02	TWS	425.00 .60	Conf NDF, B.Friedman, R.Fleishman, S.Gilbert, and J.Miller re insurance matters
05/07/02	TWS	425.00 3.90	Conf NDF, Brad Friedman, R.Fleishman, M.Peterson (EI in attendance for part of the meeting)
05/07/02	EI	675.00 2.50	Conference Milburg Weiss, TWS, NDF, and Peterson re: fraudulent conveyance case.
05/07/02	NDF	350.00 [4.60]	Prepare for meeting w/Peterson, et al (.6); meeting with Friedman, EI, Peterson, et al re: claims valuation (3.5); meeting with TWS, Friedman, Fleishman re: case issues, discovery, documents (.5) . . .

Thus we asked Caplin to explain the reason for each professional's attendance and the expertise that each brought to this meeting. Caplin responded as follows:

This meeting, which was also attended by representatives of the PD Committee and the Committee's asbestos bodily injury expert, Mark Peterson, was held for the purpose of discussing case strategy for the Sealed Air Litigation and selecting and meeting with the Sealed Air Litigation plaintiffs' insurance counsel. The topics discussed included both discovery and trial strategy regarding to the Sealed Air Litigation. Mr. Inselbuch attended this meeting in his capacity as the overall supervisor of these bankruptcy matters, to address the policy issues and strategy questions raised by the Seal Air Litigation, while Ted Swett and Nate Finch participated in their respective roles as overall supervisor of the Sealed Air Litigation, and litigator in charge of discovery in that action.

We believe this explanation adequately addresses our concerns and thus have no objection to these fees.

9. In our initial report, we noted that on May 21, 2002, EI and PVNL attended the same meeting for a cumulative total of 3.00 hours and \$1,821.00 as well as additional expenses of \$93.88 for a total cost to the estate of \$1,914.88. The time and expense entries are provided below.

05/21/02	PVL	280.00 .40	Travel to and from Philadelphia for UST meeting (2.0). (1/6 each case)
05/21/02	PVL	560.00 .40	Attend UST meeting with Walton, DeAngelis, Perch, Golden, George, Magner, Kazan, Iola, Siegal, Bergmann, Rice, Weitz, Rich, Cooney and EI (2.4)(1/6 each case)
05/21/02	EI	675.00 2.20	Conference with U.S. Trustee et al. re: committee composition issues; travel to Philadelphia with PVNL and P. Weitz reviewing issues and travel back reviewing status (11.0). [time divided among 5 Delaware cases]

1318,625	PVNL expenses re status	E 21 05/28/02 0020	PVL
88.63	88.63	6,288.43	
	conference in Philadelphia		
	on 5/21 for lunch with		
	Rice, Weitz, Rich, Cooney		
	and EI		
	From Peter Van N. Lockwood		
	000020 Audit *		
	AP-0071,693:0005 Date:05/28/02		

1320,816 Petty Cash; PVNL expenses E 33 05/31/02 0020 PVL
 [5.25] [5.25] 9,666.32
 in Newark and NY on 5/20-22
 From Petty Cash
 005317 Audit *
 AP-0071,745:0026 Date: 05/31/02

Again, we asked Caplin to explain the reason for each professional's attendance and the expertise that each brought to this meeting. Caplin responded as follows:

The May 21 meeting was called by the United States Trustee in response to a request by a Committee constituency, the Unofficial Committee of Select Asbestos Claimants (the "SAC"), that a second asbestos creditors committee be appointed to represent claimants with malignancies. Mr. Inselbuch, who is in overall charge of each bankruptcy, addresses broad policy matters, negotiations, and reorganization plan issues, while, as noted above, Mr. Lockwood supervises all day-to-day activities. Mr. Lockwood also takes a leading role in the formulation and drafting of basic plan documents. The resolution of the SAC's request involved both policy and practical considerations; hence, both attorneys attended the conference. Moreover, had a second asbestos creditors committee been appointed, that committee would have, inter alia, been permitted to retain counsel, at considerable expense to the estate. Thanks in part to the efforts of Committee counsel, that outcome was averted. We believe that both the importance of this issue and its successful conclusion justified the attendance of both Mr. Inselbuch and Mr. Lockwood at the May 21 meeting.

We believe we understand Caplin's explanation, and thus have no objection to these fees and expenses.

10. In our initial report, we noted that on May 22, 2002, EI, PVNL and NDF jointly participated in a status conference for a total of 15.30 hours and \$4,995.50 as well as an additional \$788.19 in expenses for a total cost to the estate of \$5,783.69. (See Exhibit B). Thus we asked Caplin to review Exhibit B and again explain the reason for each professional's attendance and the expertise that each brought to this meeting. Caplin responded as follows:

The May 22 status conference was called by Judge Wolin to discuss several aspects of this bankruptcy action, including policy, strategy and a reorganization plan, which were addressed by Mr. Inselbuch, day-to-day motions and oversight, which were

handled by Mr. Lockwood, and the Sealed Air Litigation, which was discussed by Mr. Finch. (Mr. Swett, who along with Mr. Finch is jointly responsible for litigating the Sealed Air Litigation, did not attend this conference.)

We accept this explanation and thus have no objection to these fees and expenses.

11. In our initial report, we noted that Caplin seeks reimbursement for the rental of a cellular phone for use by EI while in Europe on vacation. The expense entry is provided below.

1313,821	EI rental and use of mobile phone during European vacation to stay in touch w/clients, C&D from Elihu Inselbuch 000120 AUDIT * 5/14/02	E 12 05/14/02 0120 EI28.61	28.61	5,034.9
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Thus, we asked Caplin to explain why the Bankruptcy estate should be liable for this expense.

Caplin responded as follows:

The calls made by Mr. Inselbuch on his mobile telephone during his trip to Europe in May 2002 were necessitated by the fact that important pending issues in the case, including those discussed above, required that he remain in contact with the Committee during his vacation. These calls pertained to urgent Committee business and, in addition were long-distance calls, rather than local communications to which Paragraph II.E.7 of the Guidelines applies, and nothing in either the Guidelines nor the Rules that suggests that long distance calls should be categorized per se as unreasonable or unnecessary.

We understand Mr. Inselbuch's concern regarding staying in touch with the Committee. However, we believe this charge to be for Mr. Inselbuch's convenience during his vacation and therefore these charges should be borne by Mr. Inselbuch as a personal expense or in the alternative, by Caplin & Drysdale as firm overhead, and not charged to the bankruptcy estate. Thus we recommend a reduction of \$28.61 in expenses.

12. In our initial report, we noted that in the Application Caplin sought reimbursement of airfare for several different flights. The request for reimbursement of airfare is, in and of itself, not objectionable. However, some of the entries provided had two different amounts, one indicating

the price for coach fare and another higher number representing the amount actually paid. (See Exhibit E). Thus, we asked Caplin to review Exhibit E and explain the differing amounts and why an amount other than the coach class fare was paid. Caplin responded as follows:

Mr. Inselbuch travels first-class so that he can work on the plane. In fact, our calculations indicate that it is actually less costly to the estate for Mr. Inselbuch to travel first-class rates and bill this working travel time at his full hourly rate, than to travel at coach rates, not work on the plane, and bill for both nonworking travel time and later, at his full hourly rate, the work that he would have otherwise performed on the plane. We include the amounts paid for first-class air fare in our requests for reimbursement, both to establish that we are absorbing these additional costs, and so that this information will be on the record, should the Court ever revisit the question of whether requiring that professionals fly only at coach rates is cost-effective.


We believe we understand Caplin's response. However, the Guidelines paragraph II.E.1., addresses this issue directly when it states, "...[f]actors relevant to a determination that the expense is proper include the following: 1. Whether the expense is reasonable and economical. For example, first class and other luxurious travel mode or accommodations will normally be objectionable." Other applicants in this case routinely fly coach class, and, judging by their corresponding time entries, are quite capable of working en route. Thus we recommend a reduction of the difference between the coach fares and first class, for a reduction of \$1,338.18 in expenses.

CONCLUSION

13. Thus, we recommend approval of fees totaling \$287,454.00 (\$351,396.00 minus the \$63,942.00 attributable to the invoice presented to Judge Wolin) and costs totaling \$41,985.89 (\$43,352.68 minus \$1,366.79) for Caplin's services from April 1, 2002, through June 30, 2002.

Respectfully submitted,

WARREN H. SMITH & ASSOCIATES, P.C.


By: 
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FEE AUDITOR

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served First Class United States mail to the attached service list on this 21st day of November, 2002.


Warren H. Smith

SERVICE LIST

Notice Parties

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EXHIBIT A

04/15/02	PVL	560.00	2.30	Conferences with Turken, Friedman, NDF et al. re status conference (1.0); confer J. Wolin et al re fr. conv. case (.5);.....
04/15/02	NDF	350.00	1.10	Status conference with Court (.6); meetings with co-counsel (.5)
04/15/02	PVL	280.00	6.10	Travel to and return from Newark for status conference with Judge Wolin
04/15/02	NDF	175.00	7.00	Travel to Newark and back to DC
1304,217	ADA Travel PVNL	4/15 travel		E 15 04/19/02 0020 PVL
424.00		424.00		9,213.89
				to Newrk (coach fare (\$311)
				From ADA Travel, Inc.
				000534 Audit *
				AP-0071,068:0014 Date:
				04/19/02
1304,218	ADA Travel Agency fee on			E 15 04/19/02 0020 PVL
40.00		40.00		9,253.89
				PVNL 4/15 travel to Newark
				From ADA Travel, Inc.
				000534 Audit *
				AP-0071,068:0015 Date:
				04/19/02
1304,215	ADA Travel NDF 4/15 travel			E 15 04/19/02 0187 NDF
424.00		424.00		10,430.88
				to Newrk (coach fare \$311)
				From ADA Travel, Inc.
				000534 Audit *
				AP-0071,068:0012 Date:
				04/19/02
1304,218	ADA Travel Agency fee on			E 15 04/19/02 0187 NDF
40.00		40.00		10,470.88
				NDF 4/15 travel to Newark
				From ADA Travel, Inc.
				000534 Audit *
				AP-0071,068:0013 Date:
				04/19/02
1305,759	Petty Cash; Cabs for NDF			E 33 04/24/02 0187 NDF
12.00		12.00		13,878.77
				t/f Union Station on 4/15
				From Petty Cash

000517 Audit *

AP-0071,163:0033 Date:

04/24/02

EXHIBIT B

05/22/02	NDF	350.00	[1.3]	Waiting time in Court (.5); status conf. (.8);.....
05/22/02	PVL	280.00	2.10	Travel to Newark and return to DC (1/2).
05/22/02	NDF	175.00	7.70	Travel to Newark from DC and return (7.7).
05/22/02	PVL	560.00	2.00	Attend status conference before J. Wolin (1.0); prep for same (1.0).
05/22/02	EI	675.00	2.20	Status conference at Court (1.1); travel to NJ with PVNL discussing agendas (1.1)
1320,498	ADA Trave; PVNL 5/22 travel	E 15 05/30/02 0020	PVL	
233.00		233.00	7,452.12	
	to Newark (coach 162.50)			
	From ADA Travel, Inc.			
	000534 Audit *			
	AP-0071,715:0038 Date:			
	05/30/02			
1320,498	ADA Trave; NDF 5/22 travel	E 15 05/30/02 0187	NDF	
456.00		456.00	9,380.12	
	to Newark (coach fare 290.00)			
	From ADA Travel, Inc.			
	000534 Audit *			
	AP-0071,715:0047 Date:			
	05/30/02			
1318,620	PVNL expenses re status	E 21 05/28/02 0020	PVL	
33.94		33.94	6,199.80	
	conference in Newark on 5/22 for lunch with EI			
	From Peter Van N. Lockwood			
	000020 Audit *			
	AP-0071,692:0002 Date:			
	05/28/02			
1320,499	ADA Trave; Agency fee on	E 15 05/30/02 0020	PVL	
20.00		20.00	7,472.12	
	PVNL 5/22 travel to Newark			
	From ADA Travel, Inc.			
	000534 Audit *			
	AP-0071,715:0039 Date:			
	05/30/02			
1320,508	ADA Trave; Agency fee on	E 15 05/30/02 0187	NDF	
40.00		40.00	9420.122	
	NDF 5/22 travel to Newark			
	From ADA Travel, Inc.			
	000534 Audit *			

AP-0071,715:0048 Date:
05/30/02
1320,816 Petty Cash; PVNL expenses E 33 05/31/02 0020 PVL
[5.25] [5.25] 9,666.32
in Newark and NY on 5/20-22
From Petty Cash
005317 Audit *
AP-0071,745:0026 Date:
05/31/02

EXHIBIT C

1320,498	ADA Trave; PVNL 5/22 travel	E 15 05/30/02 0020 PVL
233.00	233.00	7,452.12
	to Newark (coach 162.50)	
	From ADA Travel, Inc.	
	000534 Audit *	
	AP-0071,715:0038 Date:	
	05/30/02	
1320,498	ADA Trave; NDF 5/22 travel E 15 05/30/02 0187 NDF	
456.00	456.00	9,380.12
	to Newark (coach fare	
	290.00)	
	From ADA Travel, Inc.	
	000534 Audit *	
	AP-0071,715:0047 Date:	
	05/30/02	
1299,056	ADA Travel PVNL 3/28 travel	E 15 04/08/02 0020 PVL
424.00	424.00	2,327.65
	to Newark (coach fare	
	273/00)	
	From ADA Travel, Inc.	
	000534 Audit *	
	AP-0070, 892:0025 Date:	
	04/08/02	
1304,217	ADA Travel PVNL 4/15 travel	E 15 04/19/02 0020 PVL
424.00	424.00	9,213.89
	to Newrk (coach fare	
	(\$311)	
	From ADA Travel, Inc.	
	000534 Audit *	
	AP-0071,068:0014 Date:	
	04/19/02	
1304,215	ADA Travel NDF 4/15 travel	E 15 04/19/02 0187 NDF
424.00	424.00	10,430.88
	to Newrk (coach fare	
	\$311)	
	From ADA Travel, Inc.	
	000534 Audit *	
	AP-0071,068:0012 Date:	
	04/19/02	
1304,227	ADA Travel NDF 4/18 travel	E 15 04/19/02 0187 NDF
444.00	444.00	10,914.88

	to New York(coach fare \$290) From ADA Travel, Inc. 000534 Audit * AP-0071,068:0024 Date: 04/19/02	
1324,908 456.00	ADA Travel; NDF 5/29 travel 456.00	E 15 06/11/02 0187 NDF 1,565.91
	to New York (coach fare 330.00) From ADA Travel, Inc. 000534 Audit * AP-0071,909:0012 Date: 06/11/02	
1329,401 181.92	EI Chicago expenses for 181.92	E 15 06/21/02 0120 EI 7,693.60
	Grace asbestos meeting on 6/4 for airfare New York to Chicago (coach fare 122.91 From Elihu Inselbuch 000120 Audit * AP-0072,122:0005 Date: 06/21/02	
1329,405 166.17	EI Chicago expenses for 166.17	E 15 06/21/02 0120 EI 8,065.63
	Grace asbestos meeting on 6/4 for airfare Chicago to Newarj (ciacg fare 123.50) From Elihu Inselbuck 000120 Audit * AP-0072,122:0009 Date: 06/21/02	
1331,359 228.00	ADA Travel; TWS 6/5 travel 228.00	E 15 06/27/02 0106 TWS 14,530.52
	to Newark (coach fare 157.00) From ADA Travel, Inc. 000534 Audit * AP-0072,216:0007 Date: 06/27/02	
1331,391 446.00	ADA Travel; SME 6/19 travel 446.00	E 15 06/27/02 0122 SME 15,502.52
	to NYC (coach fare 290.00) From ADA Travel, Inc. 000534 Audit *	

	AP-0072,216:0039 Date:	
	06/27/02	
1331,386	ADA Travel; NDF 6/19 travel	E 15 06/27/02 0187 NDF
446.00	446.00	15,988.52
	to NYC (coach fare 330.00)	
	From ADA Travel, Inc.	
	000534 Audit *	
	AP-0072,216:0034 Date:	
	06/27/02	